

**Supreme Court of New Mexico  
Administrative Office of the Courts  
Arthur W. Pepin, Director**

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**COMPENSATION AMOUNTS WILL BE ANNOUNCED IN AN RFP  
AMENDMENT BY APRIL 5, 2016**

**REQUEST FOR PROPOSAL - RFP #2017-001  
CHILD WELFARE ATTORNEYS**

**A. Purpose**

In accordance with the appropriate sections of the New Mexico Procurement Code (Chapters 13-1-28 through 13-1-199 NMSA 1978 amended), the Administrative Office of the Courts (AOC) is accepting online proposals from licensed New Mexico attorneys to provide professional legal services in **all thirteen (13) Judicial Districts**:

**Attorneys to act as Guardian ad Litem, Youth Attorney, and/or Respondent Attorney** for parties who are the subject of abuse and neglect, families in need of court ordered supervision (FINCOS), adoption, or guardianship proceedings arising under the New Mexico Children's Code (NMSA 32A-1-1 et. seq); for all cases filed or reopened during the contract period; and all hearings for which notice was filed during the contract period;

**B. Confirmation of Receipt**

Potential offerors must confirm receipt of this RFP by sending an e-mail to [caaffbid@nmcourts.gov](mailto:caaffbid@nmcourts.gov) with "RFP Confirmation" in the subject line. The body of the e-mail shall include the potential offeror's name, address, e-mail address, and phone number. The e-mail confirming receipt of the RFP must be received by the above e-mail address on or before 4:00 p.m. MDT March 28, 2016. Only potential offerors who have confirmed receipt of the RFP will be placed on the "RFP Distribution List" and will receive written answers to questions regarding the RFP and any amendments to the RFP.

**C. Procurement Contact/Questions**

Questions regarding this RFP must be submitted to the Court-Appointed Attorney Program Manager, by e-mail, at [caaffbid@nmcourts.gov](mailto:caaffbid@nmcourts.gov) with the phrase "CAAF RFP Question" in the subject line. Questions must be received by March 30, 2016. Responses to questions will be e-mailed to all offerors on the RFP Distribution List on or before April 5, 2016.

**D. Statement of Work**

The offeror will provide legal services to all clients in a professional and skilled manner in accordance with the CAAF Scope of Work (*see* Attachment A1-3), New Mexico Children's Code (NMSA 32A-1-1 et. seq.), New Mexico Supreme Court Performance Standards (available at [nmcourts.gov](http://nmcourts.gov)), the Rules of Professional Conduct (Rules 16-101 to -805 NMRA (2008)), applicable case law and rules, and the terms of the contract. The AOC reserves the right to negotiate additional provisions with the successful bidder. All contracts are reviewed, approved, and managed by the AOC.

**Attorneys can propose and serve in multiple roles (Guardian ad Litem, Youth Attorney, and/or Respondent Attorney) in multiple districts.**

Attorneys shall meet special requirements for a mandatory 10 hours minimum continuing legal education relevant to practice areas for which they are seeking appointment.

Attorneys who accept appointments are required to enter case activity into the online CAAF Time & Billing System in order to be paid. Attorneys must have reliable access to the internet and a working e-mail address.

**E. Term**

Applications are being considered for Fiscal Year 2017 beginning July 1, 2016 through June 30, 2017. Under the terms of Section 13-1-150, contracts may be subject to extensions not to exceed a total of four (4) years contingent on a yearly renewal process. The renewal process will include an assessment of ongoing need for court appointed representation in the relevant geographical areas as well as previous contract performance. Contract performance monitoring could include court observations, case audits, and assessments completed by the AOC and Children's Court judge(s).

**F. Rejection/Cancellation/Acceptance**

The AOC reserves the right to reject any or all proposals in whole or in part and to cancel this RFP at any time when it is in their interests to do so. Discussions may be conducted with offerors who submit proposals determined to be reasonably likely to be selected for the award, but proposals may be accepted without such discussions.

**G. Application Evaluation Committee and Evaluation Criteria**

All proposals will be reviewed by the CAAF Program staff for compliance with the mandatory requirements stated within the RFP. The Procurement Manager may contact the offeror for clarification of the response. Proposals deemed non-responsive will be eliminated from further consideration.

Proposals will be evaluated and scored by RFP Evaluation Teams appointed and managed by the AOC.

Proposals for appointments will be evaluated on the following factors from the application:

- 1) experience in Children's Law (items 15-21) – 35 points
- 2) experience as a CAAFF attorney and additional information (items 28-31) – 30 points
- 3) judicial assessments, references, and/or letters or references\* – 35 points
- 4) perspective – reasons for applying and challenges anticipated (items 32-33) – 25 points
- 5) relevant training (items 22-25) – 25 points
- 6) writing sample – 20 points
- 7) disciplinary history (items 26-27) – 15 points
- 8) offeror office operations (items 13-14) – 15 points

\*Judicial assessment includes factors addressing any past court experience such as court hearing attendance, timeliness, court demeanor etc. where applicable. Offerors who have not previously appeared in the local jurisdiction(s) in any capacity shall be rated based on references provided.

The RFP Evaluation Teams will evaluate responsive applications and assign points to each of the factors listed immediately above. The responsive offeror(s) with the highest scores will be selected as finalist offerors based upon the applications submitted. The responsible offeror(s) whose application(s) is most advantageous to the CAAF program, taking into consideration the evaluation factors, will be recommended for contract award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

#### **H. The Application**

Applications must be submitted electronically, using the CAAF Online Application, in one complete submission. **Applications must be submitted by 5:00pm on April 22, 2016.**

Supporting documents to be submitted are as follows.

- A list of no more than three (3) references, and two letters of recommendation. (References may include families you've worked with as an attorney or in another professional capacity.)
- A writing sample, either:
  - one legal writing sample, such as a legal memorandum, motion, report to court, or brief. If you had assistance from an associate, clerk or partner, indicate the extent of such assistance. Please submit no more than 5 pages. **OR**
  - a publication you have written which you feel would be relevant to consideration of your qualifications. Please submit no more than 5 pages.
- A current resume
- Verification of malpractice insurance
- Signed Campaign Contribution Disclosure Form (see Attachment C)

**The above documents must be scanned and submitted electronically to [caaffbid@nmcourts.gov](mailto:caaffbid@nmcourts.gov)**

Receipt of the application will be immediately confirmed by the CAAF Online Application system. Receipt of supporting documents will be confirmed by the AOC. If confirmation of either is not received, e-mail CAAF Program staff at [aoccaaff@nmcourts.gov](mailto:aoccaaff@nmcourts.gov). Applications will be reviewed beginning on April 25, 2016.

A time-line of events relevant to the RFP is included as Attachment B.

**NOTE:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs.

**Attachment A-1**  
**Scope of Work**  
**Court-Appointed Respondent Attorneys**

The Contractor shall provide Respondent Attorney representation for parties who the court has determined to be indigent, and whose child or children are the subject of abuse or neglect proceedings or Family in Need of Court Ordered Services (FINCOS) proceedings, including proceedings for the termination of parental rights, adoption proceedings, or other proceedings designated by the Court.

B. The Contractor shall represent his/her clients in accordance with the New Mexico Children's Code, NMSA 32A-1-1 et. seq.; the Rules of Professional Conduct, Rules 16-101 to -805 NMRA (2008); the Performance Standards for Respondent's Attorneys as adopted by New Mexico Supreme Court Order NO. 11-8500; and with all other applicable laws and rules.

- C. The Contractor shall competently represent their client's interests; specifically, the Contractor shall:
- a. present evidence of reasonableness and unreasonableness of the agency's efforts to return the child home and any alternative effort that could have been made;
  - b. attend all meetings concerning the client in person or by phone, including CYFD treatment team meetings;
  - c. inform the client of the right to appeal and shall continue representation through:
    - i. the filing of the docketing statement and appointment of appellate counsel by the appellate court pursuant to NMSA 1978 32A-4-20;
    - ii. an expedited appeal from an order issued under NMSA 1978 32A-4-18; and

When reasonable and appropriate:

- d. meet with and interview the client before every hearing and present the client's declared position to the Court;
- e. communicate with significant people in respondent's life including health care, mental health care, and other professionals involved in the client's case and review medical and psychological reports relating to the case;
- f. counsel the client, in a developmentally appropriate manner, concerning the subject matter of the litigation, the client's rights, the court system, the proceedings, the lawyer's role, and what to expect in the legal process;
- g. cooperate with any Court-Appointed Special Advocate (CASA); and
- h. represent and protect the cultural needs of the client.

D. The Contractor shall continue representation of all cases assigned during the contract period through dismissal; in the event of a change of venue, the originating respondent attorney shall remain on the case until a respondent attorney is appointed by the court in the new venue and the new respondent attorney has communicated with the former respondent attorney.

E. Accurately maintain all records of all work performed pursuant to this Agreement. Such records include, but are not limited to, calendars, case logs, time sheets, time records, mileage logs, notes, phone

messages, letters, and email. Failure to maintain such records may result in AOC's nonpayment of Contractor's submitted bills, Contractor's reimbursement of unsubstantiated payments made, and/or termination of this Agreement, as determined at the sole discretion of AOC.

F. Provide the CAAF Office program with all records of work performed pursuant to this Agreement for inspection and evaluation in such form and manner as the CAAF Program in its sole discretion may require, subject to any applicable privilege(s) or confidentiality limitations.

G. Comply with the CAAF Office's Billing Policies and Procedures and all amendments made by the CAAF Office to the Billing Policies and Procedures during the Contract Period.

H. Utilize the CAAF Office's time and billing system to input all case information and activity in compliance with the CAAF Office's Billing Policies and Procedures.

I. The Contractor agrees to participate in at least ten (10) hours of training, during the term of this contract, in those areas of the law in which the Contractor performs service pursuant to this agreement. Contractor shall provide copies of the CLE certificates, MCLE annual reports, or written confirmation of attendance by the provider or the New Mexico State Bar, annually to the CAAF Office on or before March 30 of the contract year.

**Attachment A-2**  
**Scope of Work**  
**Court-Appointed Guardian ad Litem**

The Contractor shall provide Guardian ad Litem representation for children, under age 14, who are the subject of abuse or neglect proceedings or Family in Need of Court Ordered Services (FINCOS) proceedings, including proceedings for the termination of parental rights, adoption proceedings, or other proceedings designated by the Court.

- A. The Contractor shall represent clients to the best of his/her ability in accordance with the New Mexico Children's Code, NMSA 32A-1-1 et. seq.; the Rules of Professional Conduct, Rules 16-101 to -805 NMRA (2008); the Performance Standards for Guardian ad Litem as adopted by the New Mexico Supreme Court Order NO. 11-8500; and with all other applicable laws.
- B. The Contractor shall competently represent their client's best interest; specifically, the Contractor shall when reasonable and appropriate:
  - a. meet with and interview the client before every hearing and present the client's declared position to the Court;
  - b. ensure client has proper notice of every hearing, and an opportunity for meaningful participation at the hearing;
  - c. communicate with health care, mental health care, and other professionals involved in the client's case and review medical and psychological reports relating to the case;
  - d. counsel the client, in a developmentally appropriate manner, concerning the subject matter of the litigation, the client's rights, the court system, the proceedings, the lawyer's role, and what to expect in the legal process;
  - e. cooperate with any Court-Appointed Special Advocate (CASA);
  - f. represent and protect the cultural needs of the client; and
  - g. inform the client of the right to appeal and shall continue representation when appropriate through
    - i. the filing of the docketing statement and appointment of appellate counsel by the appellate court pursuant to NMSA 1978 32A-4-20; and
    - ii. expedited appeal from an order issued under NMSA 1978 32A-4-18.
- C. As required in the New Mexico Children's Code (Section 32A-1-7), when appointed as the Guardian ad Litem, the Contractor shall, when reasonable and appropriate:
  - a. contact the child prior to any proposed changes in the child's placement and contact the child within 72 hours after changes in the child's placement;
  - b. report to the Court on the child's adjustment to placement, the department's and respondents' compliance with prior court orders and treatment plans, and the child's degree of participation during visitation.
- D. In addition, as required by best practice, the Guardian ad Litem shall:
  - a. work toward reducing delays and ensure that the Court recognizes the need to speedily promote permanency for the child
  - b. attend all meetings concerning the child, in person or by phone, including treatment team meetings and administrative hearings;

- c. when reasonable and appropriate,
    - i. personally observe the child's interaction with parents, or with whomever the child may be reunited, when reunification is anticipated;
    - ii. personally observe each and every residence at which the child youth is placed promptly after the child is placed at the residence to determine and facilitate the safety and well-being of the child; and
    - iii. contact the child when apprised of emergencies or significant events impacting the child.
- E. The Contractor shall continue representation of all cases assigned during the contract period through dismissal; in the event of a change of venue, the originating attorney shall remain on the case until an attorney is appointed by the court in the new venue and the new attorney has communicated with the former attorney.
- F. Accurately maintain all records of all work performed pursuant to this Agreement. Such records include, but are not limited to, calendars, case logs, time sheets, time records, mileage logs, notes, phone messages, letters, and email. Failure to maintain such records may result in AOC's nonpayment of Contractor's submitted bills, Contractor's reimbursement of unsubstantiated payments made, and/or termination of this Agreement, as determined at the sole discretion of AOC.
- G. Provide the CAAF Office program with all records of work performed pursuant to this Agreement for inspection and evaluation in such form and manner as the CAAF Program in its sole discretion may require, subject to any applicable privilege(s) or confidentiality limitations.
- H. Comply with the CAAF Office's Billing Policies and Procedures and all amendments made by the CAAF Office to the Billing Policies and Procedures during the Contract Period.
- I. Utilize the CAAF Office's time and billing system to input all case information and activity in compliance with the CAAF Office's Billing Policies and Procedures.
- J. The Contractor agrees to participate in at least ten (10) hours of training, during the term of this contract, in those areas of the law in which the Contractor performs service pursuant to this agreement. Contractor shall provide copies of the CLE certificates, MCLE annual reports, or written confirmation of attendance by the provider or the New Mexico State Bar, annually to the CAAF Office on or before March 30 of the contract year.

**Attachment A-3**  
**Scope of Work**  
**Court-Appointed Youth Attorneys**

The Contractor shall provide Youth Attorney representation for youth, age 14 and older, who are the subject of abuse or neglect proceedings or Family in Need of Court Ordered Services (FINCOS) proceedings, including proceedings for the termination of parental rights, adoption proceedings, or other proceedings designated by the Court.

- A. The Contractor shall represent clients to the best of his/her ability in accordance with the New Mexico Children's Code, NMSA 32A-1-1 et. seq.; the Rules of Professional Conduct, Rules 16-101 to -805 NMRA (2008); the Performance Standards for Youth Attorneys as adopted by the New Mexico Supreme Court Order NO. 11-8500; and with all other applicable laws.
- B. The Contractor shall competently represent their client's interest; specifically, the Contractor shall when reasonable and appropriate:
  - a. meet with and interview the client before every hearing and present the client's declared position to the Court;
  - b. ensure client has proper notice of every hearing, and advise that the client has a right to be present at every hearing;
  - c. communicate with health care, mental health care, and other professionals involved in the client's case and review medical and psychological reports relating to the case;
  - d. counsel the client, in a developmentally appropriate manner, concerning the subject matter of the litigation, the client's rights, the court system, the proceedings, the lawyer's role, and what to expect in the legal process;
  - e. cooperate with any Court-Appointed Special Advocate (CASA);
  - f. represent and protect the cultural needs of the client; and
  - g. inform the client of the right to appeal and shall continue representation when appropriate through
    - i. the filing of the docketing statement and appointment of appellate counsel by the appellate court pursuant to NMSA 1978 32A-4-20; and
    - ii. expedited appeal from an order issued under NMSA 1978 32A-4-18.
- C. As required in the New Mexico Children's Code (Section 32A-1-7.1), when appointed as Youth Attorney, the Contractor:
  - a. shall provide the same manner of legal representation and be bound by the same duties to the youth as is due an adult client, in accordance with the rules of professional conduct;
  - b. shall, unless excused by the court, represent the youth during any appellate proceedings; and
  - c. contact the youth prior to any proposed changes in the youth's placement and contact the youth within 72 hours after changes in the youth's placement;
  - d. report to the Court on the youth's adjustment to placement, the department's and respondents' compliance with prior court orders and treatment plans, and the youth's degree of participation during visitation.
- D. In addition, as required by best practice, the Youth Attorney shall:
  - a. work toward reducing delays and ensure that the Court recognizes the need to speedily promote permanency for the child or youth;



- b. attend all meetings concerning the youth, in person, by phone or by letter, including: treatment team meetings, administrative hearings, and Citizen Review Board meetings;

when reasonable and appropriate,

- c. personally observe the youth's interaction with parents, or with whomever the youth may be reunited, when reunification is anticipated;
- d. personally observe each and every residence at which the youth is placed promptly after the youth is placed at the residence to determine and facilitate the safety and well-being of the youth; and
- e. contact the youth when apprised of emergencies or significant events impacting the youth.

- E. The Contractor shall continue representation of all cases assigned during the contract period through dismissal; in the event of a change of venue, the originating attorney shall remain on the case until an attorney is appointed by the court in the new venue and the new attorney has communicated with the former attorney.
- F. Accurately maintain all records of all work performed pursuant to this Agreement. Such records include, but are not limited to, calendars, case logs, time sheets, time records, mileage logs, notes, phone messages, letters, and email. Failure to maintain such records may result in AOC's nonpayment of Contractor's submitted bills, Contractor's reimbursement of unsubstantiated payments made, and/or termination of this Agreement, as determined at the sole discretion of AOC.
- G. Provide the CAAF Office program with all records of work performed pursuant to this Agreement for inspection and evaluation in such form and manner as the CAAF Program in its sole discretion may require, subject to any applicable privilege(s) or confidentiality limitations.
- H. Comply with the CAAF Office's Billing Policies and Procedures and all amendments made by the CAAF Office to the Billing Policies and Procedures during the Contract Period.
- I. Utilize the CAAF Office's time and billing system to input all case information and activity in compliance with the CAAF Office's Billing Policies and Procedures.
- J. The Contractor agrees to participate in at least ten (10) hours of training, during the term of this contract, in those areas of the law in which the Contractor performs service pursuant to this agreement. Contractor shall provide copies of the CLE certificates, MCLE annual reports, or written confirmation of attendance by the provider or the New Mexico State Bar, annually to the CAAF Office on or before March 30 of the contract year.

**Attachment B****Time-Line/Schedule Guidelines**

The Procurement Manager will make every effort to adhere to the following schedule:

<b>Action</b>	<b>Responsibility</b>	<b>Date</b>
1. Issue RFP	AOC	March 20, 2016
2. Deadline to Submit <b>Receipt</b> of Application	Potential Offerors	March 28, 2016
3. Deadline to Submit <b>Written</b> Questions	Potential Offerors	March 30, 2016
4. Response to Written Questions and RFP Amendments	AOC	April 5, 2016
5. Submission of Application	Offeror	April 22, 2016
6. Campaign Contribution Disclosure	Offeror	April 22, 2016
7. Evaluation of Applications and Selection of Finalists	AOC and Evaluation Committee	April 25, 2016 through May 20, 2016
8. Notification of Finalists	AOC	May 23, 2016 through May 25, 2016
9. Best and Final Offers from Finalist, if requested	Offeror(s)	May 31, 2016
10. Finalize/Award Contract	AOC/Offeror	June 1, 2016 through June 8, 2016
11. Protest Deadline	Offeror	June 8, 2016

## Attachment C

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

Pursuant to the Procurement Code NMSA 1978, Section 13-1-191.1 (2007) any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body.

A prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two year period.

Furthermore, pursuant to NMSA 1978 Section 13-1-181 the state agency or local public body may cancel a solicitation or proposed award for a proposed contract or a contract that is executed may be terminated pursuant to NMSA 1978 Section 13-1-182 if:

- 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process, or,
- 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

**“Pendency of the procurement process”** means the time period commencing with the public notice of the request for applications and ending with the award of the contract or the cancellation of the request for applications.

**“Prospective contractor”** means a person or business that is subject to the competitive sealed application process set forth in the Procurement Code or is not required to submit a competitive sealed application because that person or business qualifies for a sole source or a small purchase contract.

**“Representative of a prospective contractor”** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**--OR--**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)